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8 **UNITED STATES DISTRICT COURT**
9 EASTERN DISTRICT OF CALIFORNIA

10 ANITA VALLADORES, et al.,

11 Plaintiffs,

12 v.

13 ASHTREE APARTMENTS, LLC,

14 Defendant.

15 Case No. 1:20-cv-01155-KES-SAB

16 FINDINGS AND RECOMMENDATIONS
17 RECOMMENDING DENYING
18 PLAINTIFFS' PETITION FOR MINOR'S
19 COMPROMISE

20 (ECF No. 66)

21 Currently before the Court is Plaintiff Anita Valladore, Samantha Shepherd and minors
22 D.C., K.C., E.J., and M.J.'s (collectively "Plaintiffs") unopposed petition for minor's
23 compromise. (ECF No. 66.) The matter was referred to the Magistrate Judge for the issuance of
24 findings and recommendations pursuant to 28 U.S.C. § 636(b)(1)(B) and Local Rule 302. The
25 Court found this matter suitable for decision without oral argument and vacated the hearing set
26 for November 19, 2025. See Local Rule 230(g). Having reviewed the motion, the Court
27 concludes that it does not comply with the Local Rules and thus recommends that it be denied.
28 The Court will, however, consider a renewed motion that complies with the Local Rules and
29 cures the deficiencies discussed below.

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I.

BACKGROUND

3 Plaintiffs initiated the instant litigation against Defendant Ashtree Apartments, LLC on
4 August 17, 2020, alleging violations under the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, and
5 related state laws for discriminating against families with children. (ECF No. 1.) Plaintiff D.C.
6 is a male minor, presently sixteen years old; Plaintiff K.C. is a female minor, presently fifteen
7 years old; Plaintiff E.J. is a female minor, presently seventeen years old; and Plaintiff M.J. is a
8 male adult, presently eighteen years old.¹ As previously ordered by the Court, Anita Valladore,
9 was appointed guardian ad litem for minor Plaintiffs D.C. and K.C., (ECF No. 10), and
10 Samantha Shepherd was appointed guardian ad litem for minor Plaintiffs E.J. and M.J. (ECF
11 No. 18.) Plaintiffs amended their complaint on November 7, 2020. (ECF No. 16.)

12 As set forth in the Second Amended Complaint, Plaintiffs allege that Defendant harassed
13 children for being outside and prohibited tenants from using bikes, skateboards, tricycles,
14 scooters, or any other wheeled devices, as well as from playing ball or drawing on the sidewalks
15 with chalk. (Id. at ¶ 13.) Large children's toys were also prohibited on tenants' patios, and
16 children under the age of fourteen were not allowed to use the pool without an adult in
17 attendance. (Id. at ¶¶ 24, 39.) As a result of Defendant's actions, Plaintiffs suffered emotional
18 distress and related physical manifestations, as well as violations of their rights. (Id. at ¶ 60.)
19 E.J. and M.J experienced anxiety as a result of being unable to play outside. (Id. at ¶ 26.) K.C.
20 became very afraid of the managers and feared eviction, becoming highly stressed whenever she
21 saw them. (Id. at ¶ 31.) D.C. also feared that he and his family would be evicted. (Id. at ¶ 32.)
22 No child suffered physical injuries as a result of the alleged discrimination, nor did any child
23 require any medical or psychiatric treatment for the emotional injuries they sustained. (ECF No.
24 66, p. 4.)

25 Defendant filed its answer on December 18, 2020. (ECF No. 20.) On September 19,

²⁷ ¹ M.J. reached the age of majority on March 15, 2025; however, he was a minor when the causes of action arose. (ECF No. 66, p. 2 n.2.) For simplicity, M.J. will be referred to as one of the minors.

1 2025, the parties participated in a half-day mediation before the Honorable Barbara A.
2 McAuliffe. (ECF No. 65.) At the mediation, Defendant agreed to pay D.C. and K.C. \$10,000.00
3 each for their respective injuries, and M.J. and E.J. \$12,000.00 each for their respective injuries.
4 (Valladores Decl., ¶ 9; Shepherd Decl., ¶ 13.) With respect to the settlement proceeds allocated
5 to the minor Plaintiffs, the proceeds will be deposited into an interest-bearing FDIC or NCUA
6 insured accounts held in their names, from which no withdrawals shall be made without a court
7 order until the minors reach the age of majority. (ECF No. 66.) Because Plaintiff M.J. reached
8 the age of majority in March 2025, Samantha Shepherd proposes that the funds be paid directly
9 to him. (Id.) On October 3, 2025, Plaintiffs filed the motion for minors' compromise. (ECF No.
10 66.) Defendant filed a statement of non-opposition on October 9, 2025. (ECF No. 68.) None of
11 the children show signs of ongoing stress and appear to be doing well. (ECF No. 66, p. 4.)

12 II.

13 **LEGAL STANDARD**

14 “District courts have a special duty, derived from Federal Rule of Civil Procedure 17(c),
15 to safeguard the interests of litigants who are minors.” Robidoux v. Rosengren, 638 F.3d 1177,
16 1181 (9th Cir. 2011). “In the context of proposed settlements in suits involving minor plaintiffs,
17 this special duty requires a district court to ‘conduct its own inquiry to determine whether the
18 settlement serves the best interests of the minor.’ ” Id. (quoting Dacanay v. Mendoza, 573 F.2d
19 1075, 1080 (9th Cir. 1978)). The district court’s inquiry is limited to considering “whether the
20 net recovery of each minor plaintiff is fair and reasonable, without regard to the amount received
21 by adult co-plaintiffs and what they have agreed to pay plaintiffs’ counsel.” Id. at 1182. The
22 fairness and reasonableness of the settlement is determined “in light of the facts of the case, the
23 minor’s specific claim, and recovery in similar cases.” Id.

24 The Local Rules for this district provide that “[n]o claim by or against a minor . . . may
25 be settled or compromised absent an order by the Court approving the settlement or
26 compromise.” E.D. Cal. L.R. 202(b). The purpose of requiring the Court’s approval is to
27 provide an additional level of oversight to ensure that the child’s interests are protected. Toward
28 this end, the motion for approval of a proposed settlement shall be filed pursuant to Local Rule

1 230, and must disclose, among other things, the following:

2 the age and sex of the minor or incompetent, the nature of the
3 causes of action to be settled or compromised, the facts and
4 circumstances out of which the causes of action arose, including
5 the time, place and persons involved, the manner in which the
6 compromise amount or other consideration was determined,
7 including such additional information as may be required to enable
8 the Court to determine the fairness of the settlement or
9 compromise, and, if a personal injury claim, the nature and extent
10 of the injury with sufficient particularity to inform the Court
whether the injury is temporary or permanent. If reports of
physicians or other similar experts have been prepared, such
reports shall be provided to the Court. The Court may also require
the filing of experts' reports when none have previously been
prepared or additional experts' reports if appropriate under the
circumstances. Reports protected by an evidentiary privilege may
be submitted in a sealed condition to be reviewed only by the
Court in camera, with notice of such submission to all parties.

11 E.D. Cal. L.R. 202(b)(2). "When the minor or incompetent is represented by an attorney, it shall
12 be disclosed to the Court by whom and the terms under which the attorney was employed;
13 whether the attorney became involved in the application at the instance of the party against
14 whom the causes of action are asserted, directly or indirectly; whether the attorney stands in any
15 relationship to that party; and whether the attorney has received or expects to receive any
16 compensation, from whom, and the amount." L.R. 202(c).

17 III.

18 DISCUSSION

19 The motion filed with the Court provides an overview of the terms of the settlement and
20 sets forth most of the information necessary to consider approval of the settlement pursuant to
21 the Eastern District of California's Local Rules.² It does not, however, fully address the manner
22 in which the compromise amount or other consideration was determined, nor does it disclose the
23 terms of Plaintiffs' attorney, any potential conflicts, or compensation arrangements, as required.

24 Plaintiffs note that they accepted the mediator's proposal to resolve their claims with
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26 ² Although some information appears in the proposed order and declarations of Anita Valladores and Samantha
27 Shepherd rather than in the motion itself, the Court will accept the information as provided. The Court cautions
counsel that, in future filings, such information should be included in the motion, as the Court was unable to locate
the required information at first glance.

1 Defendant regarding the alleged violations of the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, and
2 related state laws. (ECF No. 66.) Plaintiffs provide a blanket statement that “D.C. and K.C.
3 shall both receive \$10,000 for their respective injuries, and M.J. and E.J. shall both receive
4 \$12,000 for their respective injuries,” but do not explain how these amounts were determined or
5 what factors justify the \$2,000 differential between the minors. Without this information, the
6 Court cannot determine whether the proposed allocations are fair, reasonable, or consistent with
7 the minor Plaintiffs’ actual claims.

8 Moreover, the Court has not been informed whether Plaintiffs’ attorney has terms under
9 which he was employed, whether the attorney has any conflict of interest with Defendant, or
10 whether the attorney has received or expects to receive any compensation, and if so, from whom
11 and in what amount. As the Court must independently evaluate any compromise of minor claims
12 to ensure the minors’ interests are protected, Salmeron v. United States, 724 F.2d 1357, 1363
13 (9th Cir. 1983), it cannot approve the proposed settlement without information regarding the
14 attorney’s representation and compensation. See Local Rule 202(c). Consequently, the Court
15 declines to approve the minors’ compromise as currently presented.

16 **IV.**

17 **RECOMMENDATION**

18 Based on the foregoing, IT IS HEREBY RECOMMENDED that the motion for the
19 minors’ compromise be DENIED without prejudice. Alternatively and to save any delay, if
20 Plaintiffs choose to withdraw their motion and file a renewed motion that addresses the
21 deficiencies and complies with the Local Rules, the Court will vacate these Findings and
22 Recommendations and consider the renewed motion on its merits.

23 These findings and recommendations are submitted to the district judge assigned to this
24 action, pursuant to 28 U.S.C. § 636(b)(1)(B) and this Court’s Local Rule 304. Within **fourteen**
25 **(14) days** of service of this recommendation, any party may file written objections to these
26 findings and recommendations with the Court and serve a copy on all parties. Such a document
27 should be captioned “Objections to Magistrate Judge’s Findings and Recommendations.” The
28 district judge will review the magistrate judge’s findings and recommendations pursuant to 28

1 U.S.C. § 636(b)(1)(C). The parties are advised that failure to file objections within the specified
2 time may result in the waiver of the “right to challenge the magistrate’s factual findings” on
3 appeal. Wilkerson v. Wheeler, 772 F.3d 834, 839 (9th Cir. 2014) (citing Baxter v. Sullivan, 923
4 F.2d 1391, 1394 (9th Cir. 1991)).

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6 IT IS SO ORDERED.
7 Dated: November 19, 2025



STANLEY A. BOONE
United States Magistrate Judge

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